

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between EDWARD UVACEK, JR. AND BEATRICE G. UVACEK, ("SELLER"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

- 1.1 SELLER agrees to sell and convey in fee simple by General Warranty Deed, and BUYER agrees to purchase and pay for:

"Uvacek Parcel No. 1", being all that certain 2.57 acre tract or parcel of land (more or less), being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas and being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof for all purposes; AND

"Uvacek Parcel No. 2", being all that certain 0.12 acre tract or parcel of land, more or less, lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas and being more particularly described by metes and bounds in Exhibit "B", which is attached hereto and made a part hereof for all purposes;

(said two tracts being referred to herein as "the PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way (all of such real PROPERTY, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

- 1.2 BUYER has requested University Title Company furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment, the copies of the instruments referred to in Schedule B as exceptions, within which to notify SELLER of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter

to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or objections under this Contract.

1.3 (a) The City of College Station, Texas, at its expense, will provide a survey of the PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or objections under this Contract.

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes description, as prepared by the surveyor, shall be substituted for the description attached to this Contract and shall be used in the General Warranty Deed.

1.4 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. SELLER alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.5 The sale of the PROPERTY shall be made by General Warranty Deed from SELLER to BUYER in the form prepared by BUYER attached hereto as Exhibit "C".

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the total sum of FIFTY SEVEN THOUSAND AND NO/100 DOLLARS (\$57,000.00). The purchase price shall be payable in full at closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(h) SELLER has no knowledge that the PROPERTY contains any environmental hazard not shown on the environmental assessment provided by SELLER to BUYER.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

ARTICLE V CLOSING

5.1 The closing shall be held at University Title Company, within forty-five (45) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged General Warranty Deed prepared by BUYER conveying good and indefeasible title in fee simple to all of the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject

to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER's expense, a Title Policy insuring marketable title issued by University Title Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's easement interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay one-half (1/2) of the escrow fees.

(e) Pay any and all required property taxes and prorated taxes for the year 2000.

(f) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.

(g) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.

(h) Pay the costs to record all documents to cure title objections agreed to be cured by Seller.

(i) Pay the certificates or reports of ad valorem taxes.

(j) Pay the Seller's expenses and attorney fees.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the balance of the purchase price and the below-listed closing costs.

(b) Pay one-half (1/2) of the escrow fees.

(c) Prepare, at its cost, the General Warranty Deed.

(d) Pay the title insurance.

(e) Pay the costs to obtain, deliver and record all documents other than those to be recorded at Seller's expense.

(f) Pay the Buyer's expenses or attorney fees.

(g) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by Buyer.

- (h) Pay the costs of work required by Buyer to have the survey reflect matters other than those required under this contract.

ARTICLE VI
SPECIAL CONDITIONS

*Riv
bq
EHL* Buyer agrees that ~~it~~ ^{NOTE} will not assess the
property for the original construction project for the extension
of Rock Prairie Road.

ARTICLE VII
BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement; and/or
- (b) Bring suit for damages against SELLER.

ARTICLE VIII
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: Edward Uvacek, Jr. and Beatrice G. Uvacek
8601 Creekview Court
College Station, Texas 77845

BUYER: City of College Station
Legal Department
1101 Texas Avenue
College Station, Texas 77840

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.


9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the 2 day of _____, 2001.

SELLERS:


EDWARD UVACEK, JR.


BEATRICE G. UVACEK

BUYERS:

CITY OF COLLEGE STATION

BY: _____
LYNN McILHANEY, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:

THOMAS E. BRYMER, City Manager

CHARLES CRYAN, Director/Fiscal Services


CITY ATTORNEY

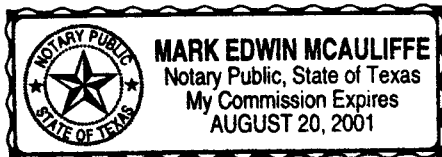
THE STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2001,
by LYNN McILHANEY as Mayor of the City of College Station, a Texas Home-Rule Municipal
Corporation, or behalf of said municipality.

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGMENT

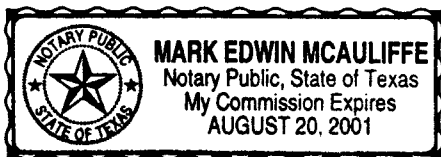
This instrument was acknowledged before me on the 21 day of March, 2001,
by EDWARD UVACEK, JR.



Mark Edwin McAuliffe
NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGMENT

This instrument was acknowledged before me on the 21 day of March, 2001,
by BEATRICE G. UVACEK.



Mark Edwin McAuliffe
NOTARY PUBLIC in and for
the State of Texas

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, Texas 77845
(409) 690-3378

Proposed Rock Prairie Road Extension
Uvacek Parcel No. 1
Thomas Caruthers League
College Station, Texas
18 June 1999

*** EXHIBIT "A" ***

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract no. 9, in College Station, Brazos County, Texas, being a part of the 15 acre and 4.507 acre tracts conveyed to Edward Uvacek, Jr. by deed recorded in recorded in Volume 274, Page 383 of the Deed Records of Brazos County, Texas, a part of the 23.233 acre and 7.0 acre tracts conveyed to Edward Uvacek, Jr. by deed recorded in Volume 321, Page 664 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a ½" iron rod set in the line between the said Uvacek 15 acre tract and that 4.41 acre tract conveyed to Rock Prairie Baptist Church tract by deed recorded in Volume 337, Page 680 of the Deed Records of Brazos County, Texas, from which a cross tie fence corner was found N 48° 19' 59" W - 256.30 feet at the common corner of the said Uvacek tract and the said Rock Prairie Baptist Church tract in the southeast line of the Cornerstone Commercial Section One addition to the City of College Station, Texas, according to plat of record in Volume 3283, Page 201 of the Official Records of Brazos County, Texas.

Thence through the said Uvacek tract along the arc of a curve to the right (R=1045') through a central angle of 22° 25' 41", the chord of which bears N 82° 19' 35" E - 406.45 feet to a ½" iron rod set at the Point of Tangency of said curve;

Thence S 86° 27' 34" E - 975.18 feet continuing through the said Uvacek tract to a ½" iron rod set in the southwest line of that 1.40 acre tract conveyed to TAC Realty, Inc. by deed recorded in Volume 1295, Page 94 of the Official Records of Brazos County, Texas, from which a ½" iron rod was found N 15° 28' 36" W - 283.57' at the northwest corner of the said TAC Realty, Inc. 1.40 acre tract;

Thence S 15° 28' 36" E - 46.16 feet along the line between the said Uvacek tract and the said TAC Realty, Inc. tract, at 14.49 feet pass a ½" iron rod found at the southwest corner of the said TAC Realty, Inc. tract, to the southwest corner of that right-of-way tract

** Exhibit "A" **

dedicated by plat recorded in Volume 1308, Page 281 of the Official Records of Brazos County, Texas, in the existing pavement of Rock Prairie Road;

Thence N 86° 49' 36" W - 199.51 feet along the south line of the said Uvacek 7.0 acre tract to the southwest corner of same in the existing pavement of Rock Prairie Road;

Thence S 42° 16' 55" W - 57.80 feet along the southeast line of the said Uvacek 23.233 and 4.507 acre tracts to a corner in the existing pavement of Rock Prairie Road;

Thence N 86° 27' 34" W - 754.54 through the said Uvacek 4.507 acre tract and the said Uvacek 15 acre tract to a ½" iron rod set at the beginning of a curve to the left (R=955') tangent to this line;

Thence along the arc of said curve to the left through a central angle of 19° 19' 53", the chord of which bears S 83° 52' 30" W - 320.69 feet continuing through the said Uvacek tract to the line between the said Uvacek tract and the said Rock Prairie Baptist Church tract, from which a 3/8" iron pipe was found at a fence corner in the northwest fence line of the existing Rock Prairie Road, S 48° 19' 59" E - 772.61';

Thence N 48° 19' 59" W - 104.95 feet along the line between the said Rock Prairie Baptist Church tract and the said Uvacek tract to the Point of Beginning and containing a total of 2.57 acres of land more or less of which 0.18 acres is in the prescriptive right-of-way of the existing Rock Prairie Road, leaving a net area of 2.39 acres of land more or less.



** Exhibit "A" **

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, Texas 77845
(409) 690-3378

Proposed Rock Prairie Road Extension
Uvacek Parcel No. 2
Thomas Caruthers League
College Station, Texas
21 June 1999

** Exhibit "B" **

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract no. 9, in College Station, Brazos County, Texas, being a part of the 23.247 acre tract conveyed to Edward Uvacek, Jr. by deed recorded in Volume 1392, Page 245 of the Official Records of Brazos County, Texas, and being more particularly described as follows:

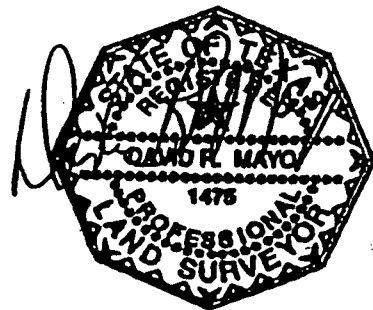
Beginning at a ½" iron rod found in the south line of the existing Rock Prairie Road at the common corner of the said Uvacek 23.247 acre tract and that 30.00 acre tract conveyed to the College Station Independent School District by deed recorded in Volume 1033, Page 534 of the Official Records of Brazos County, Texas.

Thence N 86° 35' 51" W - 400.25 feet along the south line of the existing Rock Prairie Road right-of-way to a ½" iron rod found at an angle point from which a 5/8" iron rod was found S 42° 29' 12" W - 956.76 feet in the northwest line of the said Uvacek 23.247 acre tract;

Thence S 42° 29' 12" W - 15.64 feet along the southeast line of the existing Rock Prairie Road right-of-way to a ½" iron rod set for the southwest corner of this tract;

Thence S 86° 27' 34" E - 410.12 feet through the said Uvacek 23.247 acre tract to a ½" iron rod set in the east line of same which is the west line of the said College Station Independent School District 30.00 acre tract;

Thence N 3° 20' 28" E - 13.13 feet along the line between the said Uvacek 23.247 acre tract and the said College Station Independent School District 30.00 acre tract to the Point of Beginning and containing 0.12 acres of land more or less.



GENERAL WARRANTY DEED

DRAFT

DATE: _____

GRANTOR: EDWARD UVACEK, JR. and BEATRICE G. UVACEK

GRANTOR'S MAILING ADDRESS: 8601 Creekview Court
(including county) Brazos County
College Station, Texas 77845

GRANTEE: CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
(including County) Brazos County
College Station, TX 77845

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00)
and other good and valuable consideration

PROPERTY:

"Uvacek Parcel No. 1", being all that certain 2.57 acre tract or parcel of land (more or less), being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas and being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof for all purposes; **AND**

"Uvacek Parcel No. 2", being all that certain 0.12 acre tract or parcel of land, more or less, lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas and being more particularly described by metes and bounds in Exhibit "B", which is attached hereto and made a part hereof for all purposes;

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As to Uvacek Parcel No. 1 - 2.57 acre tract:

1. Easement from Cleveland Royder, et ux to the City of Bryan, dated April 13, 1937, recorded in Volume 98, Page 79, Deed Records of Brazos County, Texas.
2. Easement from Edward Uvacek, Jr., et ux to City of College Station, dated May 5, 1982, recorded in Volume 518, Page 860, Deed Records of Brazos County, Texas.

3. Easement from Edward Uvacek, Jr., et ux to City of College Station, dated November 17, 1995, recorded in Volume 2484, Page 190, Official Records of Brazos County, Texas.

As to Uvacek Parcel No. 2 - 0.12 acre tract:

4. Easement from Joe A. Ferreri to the City of College Station, dated October 10, 1983, recorded in Volume 613, Page 524, Official Records of Brazos County, Texas.

5. Easement from C. F. Goen, et ux to City of Bryan, dated April 30, 1937, recorded in Volume 98, Page 325, Deed Records of Brazos County, Texas.

6. Mineral Reservation in Deed from C. F. Goen, et ux, to Walter Sayers, dated February 1, 1952, recorded in Volume 152, Page 221, Deed Records of Brazos County, Texas.

7. Royalty Deed from W. T. Franklin to Irene Franklin, et al, dated April 8, 1963, recorded in Volume 228, Page 357, Deed Records of Brazos County, Texas.

As to 2.57 acre tract and 0.12 acre tract:

8. Oil and Gas Lease from Edward Uvacek, Jr., et ux, to Crimson Energy Company, dated September 1, 1998, recorded in Volume 3276, page 223, Official Records of Brazos County, Texas and as amended in Volume 3402, Page 110, Official Records of Brazos County, Texas.

9. All oil, gas and other minerals in and under the herein described property, together with any rights of ingress and egress, mining or drilling privileges heretofore reserved or conveyed by predecessors in title.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's heirs, executors and administrators, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

EDWARD UVACEK, JR.

BEATRICE G. UVACEK

THE STATE OF TEXAS *
 *
COUNTY OF BRAZOS *

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2001,
by EDWARD UVACEK, JR.

NOTARY PUBLIC in and for the STATE of TEXAS

THE STATE OF TEXAS *
 *
COUNTY OF BRAZOS *

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2001,
by BEATRICE G. UVACEK.

NOTARY PUBLIC in and for the STATE of TEXAS

PREPARED IN THE OFFICE OF:

City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

RETURN ORIGINAL DOCUMENT TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

Proposed Rock Prairie Re-alignment

